

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

OCT 19 '06

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SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

October 19, 2006

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Assignment of Lease, dated as of June 30, 2006, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Lessor/Assignor: GATX Third Aircraft Corporation
Rail Division
500 West Monroe Street
Chicago, IL 60661

Assignee: Infinity Rail II, LLC
817 West Peachtree Street, Suite M110
Atlanta, GA 30308

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A description of the railroad equipment covered by the enclosed document is:

70 gondola railcars: BPPX 2755 – BPPX 2824.

A short summary of the document to appear in the index is:

Memorandum of Assignment of Lease.

Also enclosed is a check in the amount of \$34.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

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MEMORANDUM OF ASSIGNMENT OF LEASE

SURFACE TRANSPORTATION BOARD

1. Pursuant to the Assignment and Assumption Agreement identified below, GATX Third Aircraft Corporation ("GATX") has assigned to Infinity Rail II, LLC, a Georgia limited liability company ("IR II"), all of GATX's rights, title, and interest in and to the lease identified on Exhibit A attached hereto, which lease relates to the railroad equipment identified on that exhibit. "Assignment and Assumption Agreement" means the Assignment and Assumption Agreement dated as of June 30, 2006, between GATX and IR II.

2. The addresses of the parties are as follows:

GATX Third Aircraft Corporation (Former Lessor / Assignor)
Rail Division
500 West Monroe Street
Chicago, IL 60661

Infinity Rail II, LLC (Successor Lessor / Assignee)
817 West Peachtree Street, Suite M110
Atlanta, Georgia 30308

3. The terms and provisions of the above-referenced lease and the above-referenced assignment are more particularly set forth in the above-referenced lease agreement and Assignment and Assumption Agreement.

4. This Memorandum may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

[Execution on next page; remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed as of June 30, 2006.

GATX THIRD AIRCRAFT CORPORATION

By: Linda C. Girard
Name: Linda C. Girard
Title: Vice President

State of _____
County of _____

On _____, 2006, before me personally appeared _____, to me personally known, who being by me duly sworn says that he is _____ of GATX Third Aircraft Corporation and that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of said corporation.

Notary Public
My commission expires:

[NOTARIAL SEAL]

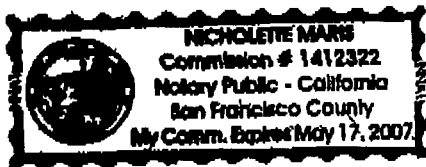
[Execution continued on next page; remainder of this page intentionally left blank]

see attached

State of California)
)
County of San Francisco)

On June 30, 2006, before me, Nichollette Maris, Notary Public, personally appeared Linda C. Girard, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Nichollette Maris
Notary Public
My Commission Expires: May 17, 2007

INFINITY RAIL II, LLC
By Infinity Asset Management, LLC as Manager

By: Jeffrey E. Edelman
Jeffrey E. Edelman, Vice President

State of Georgia, County of DeKalb

On June 29, 2006, before me personally appeared Jeffrey E. Edelman, to me personally known, who being by me duly sworn says that he is Vice President of Infinity Asset Management, LLC, Manager of Infinity Rail II, LLC, and that, as such officer, being duly authorized to do so, he executed the foregoing instrument on behalf of said limited liability company.

Stephen Cassaman
Notary Public
My commission expires:

Notary Public, DeKalb County, Georgia
My Commission Expires Aug. 2, 2008
[NOTARIAL SEAL]

Exhibit A
to Memorandum of Assignment of Lease

Lease:

Railcar Lease Agreement dated January 2, 1998, between GATX Third Aircraft Corporation ("GATX") as lessor and Farmland Hydro, L.P. as original lessee party, as amended (or assigned, as the case may be) by (i) Amendment No. 1 dated March 3, 2000, between Farmland Hydro, L.P. and GATX, (ii) Amendment No. 2 dated February 1, 2002, between GATX and Farmland Hydro, L.P., (iii) Assignment and Consent dated November 6, 2002, executed by Farmland Hydro, Limited Partnership, Cargill Fertilizer, Inc., and GATX, (iv) Amendment No. 3 dated February 1, 2004, between GATX and Cargill Fertilizer, Inc., (v) Amendment No. 4 dated February 1, 2005, between GATX and Cargill Fertilizer, Inc., and (vi) Assignment and Assumption Agreement, effective as of October 21, 2005, among Cargill Fertilizer, Inc., Mosaic Fertilizer, LLC (formerly known as Cargill Fertilizer, LLC) and GATX.

Description of Cars:

high-sided aggregate gondola cars, 100-ton 2,755 cu. ft. capacity, equipped with dual hinged, "flip-off" roof with circular hatches, and double rotary couplers

Quantity:

seventy (70)

Reporting marks and identifying numbers:

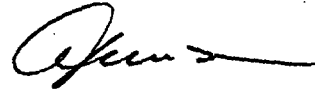
BPPX 002755 – BPPX 002824 (inclusive)

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

10/19/06



Robert W. Alvord